

EXHIBIT 1



A Liberty Mutual Company

JERRY INSURANCE AGENCY LLC
430 SHERMAN AVE STE 305
PALO ALTO CA 94306-1854

April 7, 2022

Policy Number: X6311697

24-Hour Claims: 1-800-332-3226

Policy Service: (650) 753-7799

Online Account Services: www.safeco.com

THIS IS NOT A BILL.

IDENTIFICATION CARDS ENCLOSED

JEREMY DAVID RALPH BOEHNE
23210 POTOMAC CIR
FARMINGTON HILLS MI 48335-3316

Welcome to Safeco!

We believe insurance shouldn't be any more complex than it has to be. Welcome to an easier experience with Safeco.

Enclosed is your new automobile policy. Read it through carefully. It will give you a detailed description of the type and amount of your coverage, any deductibles (your out-of-pocket costs) that apply and the effective date of your policy. If, after reading your policy, you have any questions or want to find out about discounts that may apply to your policy, please call (650) 753-7799.

The premium for your policy is \$ [REDACTED] for the April 8, 2022 to April 8, 2023 policy term. When you receive your billing statement, please review it carefully for the amount and date of your next payment. Please also verify that your requested payment method is correct.

You can uncomplicate your bill paying experience by choosing our Automatic Deduction Payment Plan, which offers the convenience of monthly deductions from your checking account that can be scheduled any day of the month you like. Enroll in Automatic Deduction online at www.safeco.com.

For added convenience, visit www.safeco.com and make use of our automated services available to you including, but not limited to:

- Make a payment by online check, or credit card.
- Review your billing history.
- Change your billing due date.
- View your policy documents.
- Order a copy of your policy and/or insurance ID cards.
- Report to us a name change, or change of address.
- Review Safeco's Producer Compensation Disclosure.

For all other assistance please call your agent at (650) 753-7799.

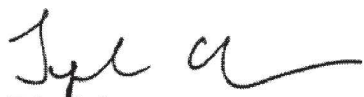
PLEASE SEE REVERSE
AMERICAN ECONOMY INSURANCE COMPANY

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Thank you for your business. We look forward to serving you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tyler Asher', with a long horizontal flourish extending to the right.

Tyler Asher
President, Safeco Insurance

AMERICAN ECONOMY INSURANCE COMPANY

**IMPORTANT NOTICE —
EXTRAORDINARY LIFE CIRCUMSTANCES**

We use information from your credit history in underwriting or pricing your insurance policy. If your credit information has been adversely impacted by an extraordinary life circumstance, you may request in writing that we consider this when using your credit information. These extraordinary life circumstances include:

- A catastrophic event, as declared by the Federal or State Government;
- A serious illness or injury, or serious illness or injury to an immediate family member;
- Divorce or involuntary interruption of legally-owed alimony or support payments;
- The death of a spouse, child or parent;
- The temporary loss of employment for three or more months if it results from involuntary termination;
- Identity theft;
- Military deployment overseas;
- Predatory lending resulting in the foreclosure of, or commencement of proceedings or an action to foreclose, a mortgage of real property owned by the insured or insurance applicant; or
- Other events, as determined by the insurer.

The following extraordinary life circumstances apply to events occurring on or after March 10, 2020 and remains in effect until the most recent emergency declaration issued by Governor expires.

- Any loss of employment;
- Late payments made to mortgage lenders, landlords or tenants, lenders or credit card companies;
- Late utility payments;
- Collection activity related to late payments; and
- Medical collection activity related specifically to health care related to the pandemic.

You must submit this request to us not more than 60 days after the date of your application for insurance or your policy's renewal. We may require you to provide reasonable documentation of this circumstance and explain how it has negatively affected your credit history. If you would like to contact us, please provide your name and policy number: Safeco Imaging Center, PO Box 704000, Salt Lake City, UT 84170-4000 or via fax at 877-344-5107. Within 30 days of receiving sufficient documentation, we will provide written communication to you indicating the outcome of your request for a reasonable exception, including whether you may be entitled to a lower premium.

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Consumer Privacy Statement

Safeco appreciates the trust you place in us when you purchase insurance from one of our companies. We are committed to protecting your nonpublic personal information ("personal information") and we value you as a customer.

To learn more about how Safeco collects and uses your personal information, please read the following notice.

Safeco's sources of information about you

We collect personal information about you from different sources, including:

- The information you provide on applications or other forms (such as your name, address and Social Security number);
- Your transactions with us, our affiliates or others (such as your payment history and claims information);
- The information we receive from a consumer reporting agency or insurance support organization (such as your credit history, driving record or claims history); and
- Your independent insurance producer (such as updated information pertaining to your account).

Safeco's use of your personal information

We only disclose personal information about our customers and former customers as permitted by law. Generally, this includes sharing it with third parties to administer your transactions with us, service your insurance policy or claim, detect and prevent fraud, or with your authorization. These third parties may include independent insurance producers authorized to sell Safeco insurance products, independent contractors (such as automobile repair facilities and property inspectors), independent claims representatives, insurance support organizations, other insurers, auditors, attorneys, courts and government agencies. We may also disclose your personal information to other financial institutions with whom we have joint marketing agreements. When we disclose your information to these individuals or organizations, we require them to use it only for the reasons we gave it to them.

We may also share information about our transactions (such as payment history and products purchased) and experiences with you (such as claims made) within our Safeco family of companies.

Safeco does not sell your personal information to others and we do not provide your information to third parties for their own marketing purposes.

Independent Safeco Insurance Agents

The independent insurance agents authorized to sell Safeco products are not Safeco employees and not subject to Safeco's Privacy Policy. Because they have a unique business relationship with you, they may have additional personal information about you that Safeco does not have. They may use this information differently than Safeco. Contact your Safeco distributor to learn more about their privacy practices.

Information about Safeco's web site

If you have internet access and want more information about our web site specific privacy and security practices, click on the Privacy Policy link on www.safeco.com.

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Protecting your personal information from unauthorized access

We maintain physical, electronic and procedural safeguards to protect your personal information. Our employees are authorized to access customer information only for legitimate business purposes.

State Privacy Laws

This privacy statement may be supplemented by privacy laws in your state. We will protect your information in accordance with state law.

This Privacy Statement applies to the following members of the Safeco family of companies:

**American Economy Insurance Company
American States Insurance Company
American States Insurance Company of Texas
American States Lloyds Insurance Company
American States Preferred Insurance Company
First National Insurance Company of America
General Insurance Company of America
Insurance Company of Illinois
Liberty County Mutual Insurance Company
Safeco Insurance Company of America
Safeco Insurance Company of Illinois
Safeco Insurance Company of Indiana
Safeco Insurance Company of Oregon
Safeco Lloyds Insurance Company
Safeco National Insurance Company
Safeco Surplus Lines Insurance Company**

10241X



Policy Number X6311697

MICHIGAN BODILY INJURY LIABILITY COVERAGE LIMIT OPTIONS


Michigan law permits you to make certain decisions regarding Liability Coverage. This document provides the options available and the price for each option.

You should read this document carefully and contact your agent if you have any questions regarding Liability Coverage and your options with respect to this coverage.

There is no coverage provided by this document. You should read your policy and review your Declarations page(s) for complete information on the coverage you are provided.

Split Limits Bodily Injury (per person/per accident)	Premium	Property Damage (per accident)	Premium
\$50,000 / \$100,000		\$10,000	
\$100,000 / \$300,000		\$25,000	
\$250,000 / \$500,000		\$50,000	
\$500,000 / \$500,000		\$100,000	
\$1,000,000 / \$1,000,000		\$300,000	
		\$500,000	

OR

Combined Single Limits Bodily Injury (per accident Bodily Injury and Property Damage)	Premium
\$110,000	
\$300,000	
\$510,000	
\$1,000,000	

SA-3063/MIEP 7/20
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AMERICAN ECONOMY INSURANCE COMPANY

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AMERICAN ECONOMY INSURANCE COMPANY

HOW YOUR AUTO RATES ARE DETERMINED

Your automobile rates are determined by a number of factors, including your driving record, the kind of car you drive, your age, where the car is located, and how it is used. The following information provides specific details on how these rates are determined and what you can do to keep the cost of your insurance as low as possible.

DRIVING RECORD

One of the main factors determining the amount you pay for insurance is your driving record. Accidents and violations add to the cost of insurance through a system of "points." The eligibility period for surcharging civil infractions is 2 years and for all other violations and at fault accidents is 34 months.

POINT ASSIGNMENT

Point assignments vary by violation type, driver age and age of incident. As an incident ages, it will be assigned fewer points.

KIND OF VEHICLE

Your vehicle's age, make and model also play a role in how much you pay for insurance. Newer and more expensive vehicles generally cost more to insure since they cost more to repair or replace.

DRIVERS

Statistics show that the younger you are, the more likely you are to be in an accident. Therefore, your rate will vary dependent upon your age.

USE OF VEHICLE

The distance you drive to work may impact the amount you pay for insurance. Generally the more you drive your vehicle, the more likely you are to be in an accident.

WHAT YOU CAN DO TO LOWER YOUR INSURANCE RATES

Some factors determining your insurance rates are out of your control, such as your age. However, there are things you can do to lower your costs. One of the best ways is to maintain a clean driving record. Another is to purchase a car with safety features. The following discounts are available to help you save money, up to 80% of the regular premiums. Eligibility for discounts varies, but you may be eligible for some of the following discounts. Discount amounts do not apply to all coverages in the same amounts. Final discount amount may vary.

DISCOUNTS

Discounts that reduce the cost of the major coverages are available for the following:

- | | |
|-----------------|---|
| Account | — Insuring home or condo insurance with Safeco. |
| Discount Tier | — Relates to applicant's risk stability score. |
| Distant Student | — Student rooming away at college over 100 miles without a car. |
| Good Student | — Student maintains a "B" Average or better. |
| Multi-Car | — Insuring more than one car with a Safeco Company. |
| Full Pay | — Paying renewal premium in full. |

Credits that reduce the premium of certain coverages are:

- | | |
|----------------------|---|
| Anti-Theft Device | — Vehicles equipped with an alarm device. |
| Coverage Discount | — Purchasing Liability Coverage plus Comprehensive and/or Collision. |
| Low Mileage Discount | — Available to regular pleasure use vehicles driven less than 8,000 miles annually where the principal operator is 25 years or older. |

Other factors that influence the amount you pay for insurance include the type and amount of coverage you select. If you have any questions about your insurance, please contact your Safeco agent, whose number is listed on your billing statement.

One choice you have already made will save you money over time — you have chosen Safeco, a company dedicated to insuring responsible people who drive carefully. We are also constantly striving to

reduce our own expenses and assisting in the prevention of fraud. This keeps our costs down, so we can pass these savings on to you.

If you believe the rating information or classification pertaining to your policy is incorrect, please contact your agent (telephone number is on enclosed Declarations page). If your agent is unable to answer your questions, you may contact Safeco by calling 1-800-332-3226 to request a private, informal managerial-level conference. If your questions or problems have not been resolved in 30 days, you have the right to appeal to the Michigan Department of Insurance and Financial Services, P.O. Box 30220, Lansing, MI 48909.

Thank you for entrusting us with your insurance needs. We appreciate having you as a customer.

10243X

SUPPLEMENTAL NOTICE

The premium on your policy has been impacted, at least in part, due to information provided by:

LexisNexis MVR
Driving Record Report
P.O. Box 105108
Atlanta, GA 30348-5108
1-800-456-6004
www.consumerdisclosure.com

The decision to take action was made by AMERICAN ECONOMY INSURANCE COMPANY. The company shown above will be unable to provide you the specific reasons why the decision was made.

The Fair Credit Reporting Act gives you certain rights regarding information about you. You have the right, under Section 612, to obtain a free copy of the report from the company shown above, as long as you request it within 60 days of receipt of this notice. You also have the right, under Section 611, to dispute with them any information contained in the report.

If you have any questions about this change, please contact your agent.

CN-7046/EP 7/02

SUPPLEMENTAL NOTICE

The premium on your policy has been impacted, at least in part, due to information provided by:

Verisk Analytics
Loss History Report
1000 Bishops Gate Blvd,suite 300
P.O Box 5404
Mt.Laurel, NJ 08054-5404
1-800-709-8842
<https://fcra.verisk.com/>

The decision to take action was made by AMERICAN ECONOMY INSURANCE COMPANY. The company shown above will be unable to provide you the specific reasons why the decision was made.

The Fair Credit Reporting Act gives you certain rights regarding information about you. You have the right, under Section 612, to obtain a free copy of the report from the company shown above, as long as you request it within 60 days of receipt of this notice. You also have the right, under Section 611, to dispute with them any information contained in the report.

If you have any questions about this change, please contact your agent.

CN-7046/EP 7/02

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Policy Number: X6311697

IMPORTANT NOTICE

Your rates were impacted, at least in part, due to prior insurance information provided by:

LexisNexis
Current Carrier Report
P.O. Box 105108
Atlanta, GA 30348-5108
1-800-456-6004
www.consumerdisclosure.com

When you contact LexisNexis, use the following reference number: F0HODBH

LexisNexis can provide you with a copy of your report, but will not be able to answer questions regarding your insurance application. All decisions regarding your insurance application, including the premium charged, were made by AMERICAN ECONOMY INSURANCE COMPANY

The Fair Credit Reporting Act gives you certain rights regarding information about you. You have the right, under Section 612, to obtain a free copy of the report from the company shown above, as long as you request it within 60 days of receipt of this notice. You also have the right, under Section 611, to dispute with them any information contained in the report.

CN-7126/EP 11/09 _____



POLICY NUMBER: X6311697

AUTOMOBILE POLICY DECLARATIONS

NAMED INSURED:
 JEREMY DAVID RALPH BOEHNE
 23210 POTOMAC CIR
 FARMINGTON HILLS MI 48335-3316

POLICY PERIOD FROM: APR. 8 2022
TO: APR. 8 2023

Coverage begins at the later of (1) 12:01 A.M. or (2) the time that the application for insurance is submitted and the policy is bound. No coverage is provided prior to the policy being bound. Coverage will expire at 12:01 A.M. standard time.

AGENT:
 JERRY INSURANCE AGENCY LLC
 430 SHERMAN AVE STE 305
 PALO ALTO CA 94306-1854

AGENT TELEPHONE:
 (650) 753-7799

RATED DRIVERS JEREMY D BOEHNE, KAREN HAHN

2020 FORD F150 SUPERCREW 4 DOOR PICK-UP ID# 1FTEW1EP6LKD94743

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2020 FORD LIMITS	PREMIUMS
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LIABILITY:
 BODILY INJURY

\$250,000 \$
 Each Person
 \$500,000
 Each Occurrence
 \$100,000
 Each Occurrence

PROPERTY DAMAGE

PROPERTY PROTECTION INSURANCE

PERSONAL INJURY PROTECTION
 No Deductible

Medical Expenses
 \$250,000 per person

UNINSURED AND UNDERINSURED MOTORISTS:
 BODILY INJURY

\$100,000
 Each Person
 \$300,000
 Each Accident

COMPREHENSIVE

Actual Cash Value
 Less \$1000 Deductible

COLLISION

Actual Cash Value
 Less \$1000 Deductible
 Standard

ADDITIONAL COVERAGES:

LOSS OF USE
 THEFT PREVENTION AUTHORITY CHARGE
 MCCA STATE CHARGE
 MCCA DEFICIT
 STATUTORY ASSESSMENT RECOUPMENT FEE

\$50 Per Day/\$1500 Max

TOTAL \$

PREMIUM SUMMARY

VEHICLE COVERAGES
 DISCOUNTS & SAFECO SAFETY REWARDS

You saved \$567.60

PREMIUM

\$
 Included

TOTAL 12 MONTH PREMIUM

\$

-CONTINUED-

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POLICY NUMBER: X6311697

AUTOMOBILE POLICY DECLARATIONS
(CONTINUED)

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

- \$2.00 per installment for recurring automatic deduction (EFT)
- \$5.00 per installment for recurring credit card or debit card
- \$4.00 per installment for all other payment methods

YOU SAVED \$567.60 BY QUALIFYING FOR THE FOLLOWING DISCOUNTS:

- Account
- Theft Prevention Device
- Advance Quoting
- Accident Free
- Violation Free
- Coverage

The insurance credit score used to determine your IBS discount is: 753

POLICY FORMS APPLICABLE TO THIS POLICY:

SA-2890/MIEP 1/22, SA-1701/MIEP 10/09, SA-877/EP 7/09, SA-2255/MIEP 7/20

Policy underwritten by AMERICAN ECONOMY INSURANCE COMPANY
(a stock insurance company).

Administrative office: 175 Berkeley St., Boston, MA 02116

Mailing Address: PO Box 704000, Salt Lake City, UT 84170-4000

10245X



A Liberty Mutual Company

LEASED AUTO — LESSOR'S INTEREST

AGENT:

JERRY INSURANCE AGENCY LLC
430 SHERMAN AVE STE 305
PALO ALTO CA 94306-1854

INSURED:

JEREMY DAVID RALPH BOEHNE

DESCRIBED VEHICLE:

2020 FORD

AGENT TELEPHONE: (650) 753-7799

IDENTIFICATION NUMBER:

1FTEW1EP6LKD94743

← LESSOR

FORD MOTOR CREDIT COMPANY
PO BOX 105704
ATLANTA GA 30348-5704

TYPE OF INTEREST:

LESSOR'S INTEREST

EFFECTIVE DATE:

APR. 8 2022

LEASED AUTO — LESSOR'S INTEREST

With respect only to your acts or omissions, and only with respect to an auto leased from the lessor named above, the lessor is included as an **insured**. Insurance does not apply to the lessor, however, while the lessor is driving or has assumed control of the leased auto.

The Declarations outlines the coverages purchased by our **insured** for the described vehicle.

If you have any questions, please contact the insurance agent shown above.

TO THE LESSOR:

This policy will be extended automatically for each policy term shown on the Declarations on payment of the premium when due.

You will be notified if the policy is canceled. Your interest is fully protected until you receive notice and for a period of 10 days thereafter. Proof of mailing any notice shall be sufficient proof of notice.

AMERICAN ECONOMY INSURANCE COMPANY

INSURED'S COPY

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MICHIGAN ESSENTIAL PERSONAL AUTO POLICY

AMERICAN ECONOMY INSURANCE COMPANY

(A stock insurance company.)

READY REFERENCE TO YOUR AUTO POLICY

Beginning On Page

AGREEMENT

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ADDITIONAL COVERAGES

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Limited/Broadened Collision Coverage
Limited Property Damage Liability Coverage
Roadside Assistance Coverage
Loss of Use Coverage
Full Safety Glass Coverage

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AGREEMENT

In return for your payment of all premiums, and in reliance upon the statements in the application we agree to insure you subject to the terms, conditions and limitations of this policy. We will insure you for the coverages and limits shown in your Policy Declarations. Your policy consists of the policy contract, Policy Declarations and endorsements applicable to the policy.

DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in your Policy Declarations;
2. The spouse;
3. The civil partner, if **residing** in the same household, by civil union licensed and certified by the state; or
4. The **domestic partner**, if **residing** in the same household;

"**Domestic partner**" means a person living as a continuing partner with you and:

- a. is at least 18 years of age and competent to contract;
- b. is not a relative; and
- c. shares with you the responsibility for each other's welfare, evidence of which includes:
 - (1) the sharing in domestic responsibilities for the maintenance of the household; or
 - (2) having joint financial obligations, resources, or assets; or
 - (3) one with whom you have made a declaration of domestic partnership or similar declaration with an employer or government entity.

Domestic partner does not include more than one person, a roommate whether sharing expenses equally or not, or one who pays rent to the named insured.

B. "We", "us" and "our" refer to the Company as shown in your Policy Declarations providing this insurance.

C. For purposes of this policy, a private passenger type auto, pickup or van shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period that is greater than 30 days.

D. Throughout the policy, "**minimum limits**" refers to the following limits of liability required by Michigan law to be provided under a policy of automobile liability insurance:

1. \$50,000 for each person, subject to \$100,000 for each accident, with respect to **bodily injury**;
2. \$10,000 for each accident with respect to **property damage**.

Other words and phrases are defined. They are in bold type when used.

E. "**Bodily injury**" means bodily harm, sickness or disease, including death that results.

F. "**Business**" includes trade, profession or occupation.

G. "**Family member**" means a person related to you by blood, marriage, civil union, domestic partnership or adoption who **resides** in your household. This includes a ward or foster child who **resides** in your household.

H. "**Fungi**" means any type or form of fungus, including yeast, mold or mildew, blight or mushroom and any mycotoxins, spore, scents or other substances, products or byproducts produced, released by or arising out of **fungi**, including growth, proliferation or spread of **fungi** or the current or past presence of **fungi**. However, this definition does not include any **fungi** intended by the **insured** for consumption.

I. "**Occupying**" means in; upon; or getting in, on, out or off.

J. "**Property damage**" means physical injury or destruction of tangible property including loss of use.



- K. **"Punitive or exemplary damages"** include damages which are awarded to punish or deter wrongful conduct, to set an example, to fine, penalize or impose a statutory penalty, and damages which are awarded for any purpose other than as compensatory damages for **bodily injury** or **property damage**.
- L. **"Trailer"** means a vehicle designed to be pulled by a:
1. Private passenger auto; or
 2. Pickup, van or motorhome.
- It also means a recreational camping vehicle, a farm wagon or farm implement while towed by a vehicle listed in L.1. or L.2. above.
- M. **"Personal vehicle sharing program"** means a legal entity qualified to do **business** in this state and engaged in the **business** of facilitating the sharing of private passenger motor vehicles for noncommercial use by individuals within this state. Private passenger motor vehicle as it relates to **personal vehicle sharing program** means a four wheel passenger or station wagon type motor vehicle insured under an automobile liability insurance policy covering any individuals **residing** in your household.
- N. **"Rated driver"** is a person who **resides** in your household who is not a **family member**, and who is listed as a **rated driver** on your Policy Declarations page and is not an excluded driver.
- O. **"Reside", "resides", or "residing"** means to currently live in a place permanently or for an extended period of time as a primary and legal domicile.
- P. **"Transportation network platform"** means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation
- Q. **"Your covered auto"** means:
1. Any vehicle shown in your Policy Declarations.
 2. a. Any newly acquired vehicle, whether operational or not, on the date you become the owner, subject to conditions for **Newly Acquired Replacement Vehicle** and **Newly Acquired Additional Vehicle** under Q.2.b. below. Any newly acquired vehicle must be of the following types:
 - (1) a private passenger auto;
 - (2) a pickup or van that:
 - (a) has a Gross Vehicle Weight Rating of 12,000 lbs or less; and
 - (b) is not used for the delivery or transportation of goods and materials unless such use is:
 - i. incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
 - ii. for farming or ranching; and
 - (c) is not a step-van, parcel delivery van, or cargo cutaway van or other vans with cabs separate from cargo areas; or
 - (3) a motorhome or **trailer**.
 - b. A newly acquired vehicle is subject to the following conditions:
 - (1) **Newly Acquired Replacement Vehicle.** If the vehicle you acquire replaces one shown in your Policy Declarations, the replacement vehicle will have the same coverage as the vehicle it replaced, other than Part D — Coverage for Damage to Your Auto. This provision applies only if there is no other insurance policy that provides coverage for that replacement vehicle. Part D — Coverage for Damage to Your Auto shall apply for the first thirty (30) days after you acquire the vehicle, including the date of acquisition, only to the extent Part D — Coverage for Damage to Your Auto applied to the vehicle being replaced. You must notify us within thirty (30) days after you acquire the replacement vehicle for Part D — Coverage for Damage to Your Auto to continue.
 - (2) **Newly Acquired Additional Vehicle.** For any newly acquired vehicle that is in addition to any shown in your Policy Declarations coverage shall apply for the first thirty (30) days after you

acquire the vehicle, including the date of acquisition. Coverage shall be the broadest coverage we provide for any vehicle shown in your Policy Declarations. This coverage applies only if:

- (a) you acquire the additional vehicle during the policy period shown in your Policy Declarations;
- (b) there is no other insurance policy that provides coverage for the additional vehicle; and
- (c) you pay any additional premium due.

If you wish to add or continue coverage you must ask us to insure the additional vehicle within thirty (30) days after you acquire the additional vehicle. This thirty (30) days of coverage includes the day you acquire the vehicle.

- (3) Collision Coverage for a newly acquired vehicle begins on the date that you acquire the vehicle. However, if your Policy Declarations does not indicate that Collision Coverage applies to at least one vehicle, you must ask us to insure the newly acquired vehicle within four (4) days after you acquire it. If a loss occurs during the four (4) days after you acquire the vehicle but before you asked us to insure the newly acquired vehicle, a \$500 collision deductible will apply.
 - (4) Comprehensive Coverage for a newly acquired vehicle begins on the date that you acquire the vehicle. However, if your Policy Declarations does not indicate that Comprehensive Coverage applies to at least one vehicle, you must ask us to insure the newly acquired vehicle within four (4) days after you acquire it. If a loss occurs during the four (4) days after you acquire the vehicle but before you asked us to insure the newly acquired vehicle, a \$500 comprehensive deductible will apply.
3. Any auto or **trailer** you do not own while used as a temporary substitute for any other vehicle described in this definition which is out of normal use because of its:
- a. breakdown;
 - b. repair;
 - c. servicing;
 - d. loss; or
 - e. destruction.

This provision (Q.3.) does not apply to Coverage for Damage to Your Auto.

PART A — LIABILITY COVERAGE

INSURING AGREEMENT

- A. We will pay damages for **bodily injury** or **property damage** for which any **insured** becomes legally responsible because of an auto accident. We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. In addition to our limit of liability, we will pay all defense costs we incur. Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for **bodily injury** or **property damage** not covered under this policy.
- B. “**Insured**” as used in this Part means:
- 1. You, any **family member**, or any **rated driver** for the ownership, maintenance or use of any auto or **trailer**.
 - 2. Any person using **your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
 - 3. For **your covered auto**, any person or organization but only with respect to legal responsibility for acts or omissions of a person for whom coverage is afforded under **B.1.** and **B.2.** above.
 - 4. For any auto or **trailer**, other than **your covered auto**, any other person or organization but only with respect to legal responsibility for acts or omissions of you, any **family member**, or any **rated driver** for



whom coverage is afforded under this Part. This provision (B.4.) applies only if the person or organization does not own or hire the auto or trailer.

However, for the purposes of this coverage, **insured** does not mean any person who is using **your covered auto** under a **personal vehicle sharing program**.

INTEREST ON JUDGMENTS

We will pay interest on judgments subject to all of the following:

1. Any notice, demand, summons, judgment, or any process has been promptly forwarded to us as required by the policy conditions.
2. We accept the defense or agree to the judgment.
3. We will pay the interest on that part of the judgment that is covered and that does not exceed our applicable limit of liability.
4. We will pay interest that accrues after entry of judgment and before we pay, tender, or deposit in court.
5. If we appeal the judgment, we will pay interest on the entire judgment.
6. Post-judgment interest is in addition to the applicable limit of liability.
7. Where we are required to cover prejudgment interest, it is an additional amount of insurance.

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an **insured**:

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in **bodily injury** or **property damage** covered under this policy. We are not obligated to apply for or furnish such bonds.
2. Premiums on appeal bonds and bonds to release attachments in any suit we defend.
3. Up to \$200 a day for loss of earnings, but not other income, because of attendance at hearings or trials at our request.
4. Other reasonable expenses incurred at our request.
5. All expenses incurred by an **insured** for first aid to others at the time of the accident, not to exceed \$10,000.

EXCLUSIONS

A. We do not provide Liability Coverage for:

1. Any **insured** who intentionally causes **bodily injury** or **property damage** even if such **bodily injury** or **property damage** is of a different kind or degree than expected or intended, or such **bodily injury** or **property damage** is sustained by a different person or persons than expected or intended.
2. **Property damage** to property owned or being transported by any **insured**.
3. **Property damage** to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of;any **insured**.

This exclusion (A.3.) does not apply to **property damage** to a residence or private garage.

4. **Bodily injury** to an employee of any **insured** during the course of employment. This exclusion (A.4.) does not apply to **bodily injury** to a domestic employee unless workers compensation benefits are required or available for that domestic employee.

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5. Any **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This exclusion (**A.5.**) does not apply:
 - a. to a share-the-expense car pool;
 - b. to a vehicle while it is being used in the course of volunteer work or charitable purposes; or
 - c. if you receive reimbursement for normal operating expenses.
6. Any **insured** using any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
7. a. Any **insured** while employed or otherwise engaged in the **business** of:
 - (1) selling;
 - (2) repairing;
 - (3) servicing;
 - (4) storing; or
 - (5) parking;
 vehicles designed for use mainly on public highways. This includes road testing and delivery.
 - b. This exclusion (**A.7.**) does not apply to the ownership, maintenance or use of **your covered auto** by:
 - (1) you;
 - (2) any **family member** or any **rated driver**; or
 - (3) any partner, agent or employee of you, any **family member**, or any **rated driver**
8. Any **insured** maintaining or using any vehicle while that **insured** is employed or otherwise engaged in any **business** (other than farming or ranching) not described in Exclusions **A.6.** or **A.7.** This exclusion (**A.8.**) does not apply to the maintenance or use of a:
 - a. private passenger auto;
 - b. pickup, motorhome or van that:
 - (1) you own; or
 - (2) you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - (a) breakdown;
 - (b) repair;
 - (c) servicing;
 - (d) loss; or
 - (e) destruction; or
 - c. **trailer** used with a vehicle described in **A.8.a.** or **A.8.b.** above.
9. Any **insured** using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to a **family member**, or any **rated driver**, using **your covered auto**.
10. a. **Bodily injury** or **property damage** for which any **insured**:
 - (1) is an insured under a nuclear energy liability policy; or
 - (2) would be an insured under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.



b. A nuclear energy liability policy is a policy issued by any of the following or their successors:

- (1) Nuclear Energy Liability Insurance Association;
- (2) Mutual Atomic Energy Liability Underwriters; or
- (3) Nuclear Insurance Association of Canada.

11. **Bodily injury** or **property damage** arising out of the use of **your covered auto** while leased or rented to others including as part of a **personal vehicle sharing program**. However, this exclusion does not apply to the operation of **your covered auto** by you, or a **family member**, or a **rated driver**.

12. Any **insured** with respect to vehicles subject to Section 500.3101 of the Michigan Insurance Code, for any **insured** for damage to a motor vehicle as a result of an auto accident occurring in Michigan.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. a. Any vehicle which:

- (1) has fewer than four wheels;
- (2) is designed mainly for use off public roads; or
- (3) is a vehicle not licensed for use on public roads.

b. This exclusion does not apply:

- (1) while such vehicle is being used by an **insured** in a medical emergency; or
- (2) to any **trailer**.

2. Any vehicle, other than **your covered auto**, which is:

- a. owned by you; or
- b. furnished or available for your regular use.

3. a. Any vehicle, other than **your covered auto**, which is:

- (1) owned by any **family member**, any **rated driver** or any other person who **resides** with you; or
- (2) furnished or available for the regular use of any **family member**, any **rated driver** or any other person who **resides** with you.

b. However, this exclusion (B.3.) does not apply to you while you are maintaining or **occupying** any vehicle which is:

- (1) owned by a **family member**, a **rated driver** or any other person who **resides** with you; or
- (2) furnished or available for the regular use of a **family member**, a **rated driver** or any other person who **resides** with you.

4. Any vehicle while it is:

- a. operating on a surface designed or used for racing, except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
- b. participating in a high performance driving or racing instruction course or school; or
- c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

This exclusion only applies to the extent that the limits of liability for this coverage exceed the **minimum limits** required by the Michigan Financial Responsibility Act.

LIMIT OF LIABILITY

A. If your Policy Declarations indicates "per person"/"per accident" coverage applies:

The limit of liability as shown in your Policy Declarations for "each person" for Bodily Injury Liability is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one auto

accident. Subject to this limit for "each person", the limit of liability shown in your Policy Declarations for "each accident" for Bodily Injury Liability is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.

The limit of liability shown in your Policy Declarations for each accident for Property Damage Liability is our maximum limit of liability for all **property damage** resulting from any one accident.

This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in your Policy Declarations; or
4. Vehicles involved in the auto accident.

- B. If your Policy Declarations indicate **Combined Single Limit** applies, Paragraph A. above is replaced by the following:

The limit of liability shown in your Policy Declarations for this coverage is our maximum limit of liability for all damages resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in your Policy Declarations; or
4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate **minimum limits** required by law for **bodily injury** and **property damage** liability. However, this provision will not change our total limit of liability.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part C of this policy.
- D. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.

OUT OF STATE COVERAGE

If an auto accident to which this policy applies occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
1. A financial responsibility or similar law specifying limits of liability for **bodily injury** or **property damage** higher than the limit shown in your Policy Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum limits and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required. The **insured** must reimburse us if we make a payment that we would not have made if this policy was not certified as proof of financial responsibility.

OTHER INSURANCE

If there is other applicable liability insurance available any insurance we provide shall be excess over any other applicable liability insurance. If more than one policy applies on an excess basis, we will bear our proportionate share with other collectible liability insurance. However, we will share on a pro rata basis with other valid and collectible insurance of the same type that is purchased by you to apply on a primary basis. Our share will be the proportionate amount that this insurance bears to the total amount of all applicable limits.



PERSONAL INJURY PROTECTION COVERAGE

SCHEDULE

Benefits	Limit of Liability
Medical Expenses Funeral Expenses Work Loss Replacement Services Survivor's Loss consisting of income loss and replacement services	per person Up to \$1,750 per person Up to \$6,065* for any 30-day period \$20 per day maximum Up to \$6,065* for any 30-day period subject to a \$20 per day maximum for replacement services
<p>The following options apply if indicated in your Policy Declarations:</p> <p>COORDINATION OF BENEFITS</p> <p>Coordination of medical expenses (excluding Medicare or Medicaid benefits provided by the Federal Government) applies to you or any family member.</p> <p>Coordination of work loss applies to you or any family member.</p> <p>REJECTION OF MEDICAL EXPENSES</p> <p>Medical Expenses Coverage does not apply to you or any family member.</p> <p>WORK LOSS WAIVER OPTION</p> <p>Work loss does not apply to an insured age 60 or older who has signed a form rejecting the work loss benefit.</p> <p>DEDUCTIBLE</p> <p>The deductible shown in your Declarations applies to you or any family member.</p> <p>EXCESS ATTENDANT CARE</p> <p>Excess Attendant Care Coverage Limit \$ per person/per accident.</p> <p>QUALIFIED HEALTH COVERAGE APPLICABLE TO THE \$250,000 LIMIT FOR MEDICAL EXPENSES</p> <p>Qualified Health Coverage applies to individual.</p>	

*or whatever maximum amount is established by the Michigan Commissioner of Insurance for accidents occurring on or after the date of the change in the maximum.

DEFINITIONS, as used in this coverage:

- A. "Auto"** means a motor vehicle or **trailer** that is:
1. Required to be registered for use on a public highway in Michigan; and
 2. Operated or designed for use on a public highway.
- However, "auto" does not include a:
1. Motorcycle or moped;
 2. Farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code; or
 3. Vehicle operated by muscular power or with fewer than three wheels.
- B. "Auto accident"** means a loss involving the ownership, operation, maintenance, or use of an **auto** as an **auto** regardless of whether the accident also involves the ownership, maintenance or use of a motorcycle as a motorcycle.
- C. "Insured"** means:
1. You or any **family member** injured in an **auto accident**;

2. Any other person who meets the statutory requirements of the Michigan No-Fault Act, Chapter 31 of the Michigan Insurance Code, as amended; or
3. Anyone else injured in an auto accident while **occupying** a motorcycle if the accident involves **your covered auto**.

However, for the purposes of this coverage, **insured** does not mean any person who is using **your covered auto** under a **personal vehicle sharing program**.

- D. "**Medical provider**" means a person licensed, certified, or registered under Section 550.52(d) of the Michigan Prudent Purchaser Act.
- E. "**Qualified health coverage**" means either of the following
1. Other health or accident coverage in which:
 - a. Such coverage does not exclude or limit coverage for **bodily injury** sustained in an **auto accident**; and
 - b. The annual deductible for such coverage is \$6,000 or less per individual or the amount as annually adjusted by the Director of the Department of Insurance and Financial Services; or
 2. Coverage provided under Parts A and B of Medicare.
- F. "**Usual and customary charges**" as used in this coverage means:

The lowest of the following:

1. The charge billed by the **medical provider** for covered treatment;
2. The eightieth percentile charge for that covered treatment in the geozip area where the provider is located, as determined through the use of a FAIRHealth or similar database;
3. The amount authorized by a state mandated fee schedule or by another law or regulation; or
4. The amount authorized by a written PPN or PPO agreement to which the **medical provider** is a party.

The **insured** shall not be responsible for payment of any reduction applied by us. If a **medical provider** disputes an amount paid by us, we will be responsible for resolving such disputes.

- G. "**Your covered auto**" means an auto:
1. For which you are required to maintain security under the Michigan Insurance Code; and
 2. To which the bodily injury liability coverage of this policy applies.

INSURING AGREEMENT

- A. We will pay personal injury protection benefits to or for an **insured** who sustains **bodily injury**. The **bodily injury** must:

1. Be caused by accident; and
2. Result from the ownership, maintenance or use of an **auto** as an **auto**.

We have the right to review medical expenses and services to determine if they are reasonable and necessary for the **bodily injury** sustained.

- B. These benefits are subject to the provisions of the Michigan Insurance Code. Subject to the limits shown in the Schedule or your Policy Declarations, personal injury protection benefits consist of the following:
1. **Medical expenses. Usual and customary charges** incurred for reasonable and necessary services rendered for an **insured's**:
 - a. care;
 - b. recovery; or
 - c. rehabilitation.

This includes attendant care. If attendant care is rendered in an **insured's** home and is provided directly or indirectly through another person, by any of the following:

- a. A person who is related to the **insured**;

- b. A person who **resides** in the **insured's** household; or
- c. A person with whom the **insured** had a business or social relationship before the injury;

we will only pay up to 56 hours per week under Medical Expenses coverage.

Only semi-private room charges will be paid unless special or intensive care is required.

2. **Funeral expenses.** Reasonable funeral and burial expenses incurred.
3. **Work loss.** Up to 85% of an **insured's** actual loss of income from work. We will pay a higher percentage if the **insured** gives us reasonable proof that net income is more than 85% of gross income. The most we will pay in any 30-day period for this benefit is the amount shown in the Schedule or Policy Declarations unless another amount is established by law. Any income an **insured** earns during the 30-day period is included in determining the income benefit we will pay. This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an **insured** dies. We will prorate this benefit for any period less than 30 days.
4. **Replacement services.** Reasonable expenses for obtaining services to replace those an **insured** would have done:
 - a. without pay; and
 - b. for the benefit of that **insured** or that **insured's** dependents.

This benefit is payable for loss sustained during the 3 years after the accident. It does not apply after an **insured** dies.

5. **Survivor's loss:**
 - a. **Income loss.** The contributions a deceased **insured's** spouse and dependents would have received as dependents, if the **insured** had not died. The contributions must be tangible things of economic value, not including services.
 - b. **Replacement services.** Reasonable expenses incurred for obtaining services to replace those a deceased **insured** would have done for that **insured's** spouse and dependents.

The most we will pay in any 30 day period for the total of these benefits is the amount shown in the Schedule unless another amount is established by law. These benefits are payable for loss sustained during the 3 years after the accident. A deceased **insured's** spouse must have either:

- a. **resided** with; or
- b. been dependent on;

the **insured** at the time of death. The benefits end for a spouse at remarriage or death.

Any other person who was dependent upon the deceased **insured** at the time of death qualifies for benefits if, and as long as that dependent is:

- a. under the age 18; or
- b. physically or mentally unable to earn a living; or
- c. in a full time formal program of academic or vocational education or training.

EXCLUSIONS

- A. We do not provide Personal Injury Protection Coverage for **bodily injury**:
 1. To any **insured**, who intentionally caused the **bodily injury**.
 2. Sustained by any **insured** using an **auto** which that **insured** had taken unlawfully. This exclusion (A.2.) does not apply if the **insured** had a reasonable belief that **insured** had express or implied permission to use the **auto**. The actual use must be within the scope of that permission.
 3. Sustained by any person while not **occupying** an **auto** if the accident takes place outside Michigan. However, this exclusion (A.3.) does not apply to:
 - a. you; or
 - b. any **family member**.

4. To you while **occupying** or struck by, while not **occupying**, any **auto**:
 - a. owned or registered by you; and
 - b. which is not **your covered auto**.
5. Sustained by the owner or registrant of an **auto** involved in the accident and for which the security required under the Michigan Insurance Code is not in effect.
6. Sustained by any **family member** entitled to Michigan no-fault benefits as a named insured under another policy providing similar coverage except while an operator or passenger of a motorcycle involved in the accident.
7. Sustained while **occupying** or struck by, while not **occupying**, an **auto** (other than **your covered auto**) if:
 - a. operated by you or any **family member**; and
 - b. the owner or registrant has the security required under the Michigan Insurance Code.

This exclusion (A.7.) does not apply to:

- a. you; or
 - b. any **family member**.
8. Sustained while **occupying** an **auto** located for use as a residence or premises.
 9. Sustained while **occupying** a public **auto** for which the security required under the Michigan Insurance Code is in effect. This exclusion (A.9.) does not apply to **bodily injury** to you or a **family member** while a passenger in a:
 - a. school bus;
 - b. certified common carrier;
 - c. bus operated under government sponsored transportation program;
 - d. bus operated by or servicing a nonprofit organization;
 - e. bus operated by a watercraft, bicycle, or horse livery used only to transport passengers to or from a destination point; or
 - f. taxicab; or
 - g. a **transportation network platform** vehicle.
 - h. Motor vehicle insured under a policy for which the person named on the policy has elected not to maintain personal injury protection coverage or to which an exclusion related to **qualified health coverage** applies under such policy

10. Sustained by you or any **family member** while **occupying** an **auto** which is owned or registered by:
 - a. your employer; or
 - b. any **family member's** employer; andfor which the security required under the Michigan Insurance Code is in effect.

11. Sustained while **occupying** an **auto** other than **your covered auto**:
 - a. for which the owner or registrant is not required to provide security under the Michigan Insurance Code; and
 - b. which is being operated by you or a **family member** outside Michigan.

This exclusion (A.11.) does not apply to:

- a. you or any **family member**; or
- b. medical or funeral expense benefits.

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12. Arising out of the ownership, operation, maintenance or use of a parked **auto**. This exclusion (A.12.) does not apply if:
- a. the **auto** was parked in such a way as to cause unreasonable risk of the **bodily injury**; or
 - b. the **bodily injury** resulted from physical contact with:
 - (1) equipment permanently mounted on the **auto** while the equipment was being used; or
 - (2) property being lifted onto or lowered from the **auto**; or
 - c. the **bodily injury** was sustained while **occupying the auto**.

However, (A.12.b.) and (A.12.c.) do not apply to any employee that has Michigan workers disability compensation benefits available and who sustains **bodily injury** in the course of employment while loading, unloading, or doing mechanical work on an **auto**, unless the injury arises from the use or operation of another vehicle.

13. Sustained in an **auto accident** by you or any **family member** while an operator or passenger of a motorcycle, if the owner, registrant or operator of the auto has provided security for that **auto** as required under the Michigan Insurance Code.
14. Sustained while **occupying** any vehicle while it is:
- a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
15. Caused by the actual, alleged or threatened presence, growth, proliferation or spread of **fungi** or bacteria.
16. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This exclusion (A.16.) does not apply to a share-the-expense car pool.
17. Sustained in an **auto accident** by you, a **family member** or any other person while operating an **auto** or **motorcycle**, in a manner that results in a felony driving conviction.

This exclusion applies even if:

- a. such **bodily injury** or **property damage** is of a different kind or degree than intended or reasonably expected; or
 - b. such **bodily injury** or **property damage** is sustained by a different person than intended or reasonably expected.
19. Sustained by anyone who is not a resident of Michigan unless, at the time of the accident, such person is the owner of a motor vehicle which is registered in Michigan and for which the security required under the Michigan Insurance Code is in effect.

B. We do not provide Personal Injury Protection Coverage for:

1. **Medical expenses** for you or any **family member**:
- a. to the extent that similar benefits are paid or payable in accordance with prescribed guidelines of any **medical provider** or accident coverage provider, under any other insurance, service, benefit or reimbursement plan. This includes but is not limited to any:
 - (1) individual, blanket or group accident disability or hospitalization insurance;
 - (2) medical or surgical reimbursement plan;
 - (3) automobile no-fault benefits or medical expense benefits, or premises insurance affording medical expense benefits;

- (4) HMOs, PPOs, or other medical plans, excluding Medicare benefits provided by the Federal Government; and
 - b. if Coordination of Benefits for medical expenses is indicated in your Policy Declarations.
2. Work loss for you or any **family member**:
 - a. to the extent that similar benefits are paid or payable in accordance with prescribed guidelines of any **medical provider** or accident coverage provider, under any other insurance, service, benefit or reimbursement plan. This includes any valid and collectible:
 - (1) individual, blanket or group accident or disability insurance;
 - (2) salary or wage continuation program, including sick pay programs;
 - (3) workers' compensation law, or similar disability law, or any state or federal government laws, except Social Security Retirement Benefits; and
 - b. if Coordination of Benefits for work loss is indicated in your Policy Declarations.
 - c. Work loss for any **insured** who has chosen the work loss waiver option.
3. Medical expenses for you if you:
 - a. are covered under **qualified health coverage** as defined in Paragraph E.1. of the Definitions section; and
 - b. if the Policy Declarations indicate that you:
 - (1) have **qualified health coverage**; and
 - (2) are excluded from Personal Injury Protection Medical coverage.
4. Medical expenses for any **family member** if such person:
 - a. is covered under **qualified health coverage** as defined in Paragraph E.1. or E.2. of the Definitions section; and
 - b. if the Policy Declarations indicate that you:
 - (1) have **qualified health coverage**; and
 - (2) are excluded from Personal Injury Protection Medical coverage.
5. Medical expenses for you or any **family member** if:
 - a. rejection of medical expenses is indicated in your Policy Declarations; and
 - b. the named insured has signed a form rejecting coverage for medical expenses.

LIMITS OF LIABILITY

- A. The limits of liability shown in the Schedule for Personal Injury Protection Coverage are the most we will pay for each **insured** injured in any one accident, regardless of the number of:
 1. **Insureds**;
 2. Claims made;
 3. Vehicles or premiums shown in your Policy Declarations;
 4. Vehicles involved in the accident; or
 5. Insurers providing personal injury protection benefits.
- B. Any amount payable under this coverage shall be reduced by:
 1. Any amounts paid, payable or required to be provided by state or federal law except any amounts paid, payable or required to be provided by Medicare, provided that the benefits:
 - a. serve the same purpose as personal injury protection benefits paid or payable to an **insured** under this policy; and
 - b. are provided or required to be provided as a result of the same accident for which this insurance is payable. However, this insurance shall not be reduced by any amount of workers compensation



benefits, if workers compensation benefits that are required to be provided are not available to an insured.

2. Any deductible you elect. However, the deductible applies only to you and any **family member**.

C. Excess Attendant Care

If Excess Attendant Care is indicated in your Policy Declarations, we will pay up to the limits shown in your Policy Declarations. The Excess Attendant Care Coverage limit shown in your Policy Declarations is in addition to the Limit of Liability shown in your Policy Declarations for medical expenses.

COORDINATION OF BENEFITS

- A.** If coordination of medical expenses is applicable as shown in your Policy Declarations and you do not have other medical insurance applicable to the **bodily injury** at the time of the accident, any amount payable for medical expenses or work loss shall be subject to a \$500 penalty deductible per accident.
- B.** If coordination of work loss is applicable as shown in your Policy Declarations and you do not have other disability insurance applicable to the **bodily injury** at the time of the accident, any amount payable for medical expenses or work loss shall be subject to a \$500 penalty deductible per accident.
- C.** If **A.** and **B.** are applicable as shown in your Policy Declarations and you do not have other medical or disability insurance applicable to the **bodily injury** at the time of the accident, any amount payable for medical expenses or work loss shall be subject to a \$500 penalty deductible per accident.

This \$500 penalty deductible is in addition to the personal injury protection deductible you elect as shown in your Policy Declarations.

DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking Personal Injury Protection Coverage must:

1. Cooperate with us in the investigation or settlement of any claim.
2. Submit, at our expense and as often as we reasonably require, to physical examinations by physicians we select.
3. Authorize us to obtain medical records and other pertinent records.
4. Submit a written proof of claim when required by us.
5. Promptly send us copies of the legal papers if a suit is brought.

GENERAL PROVISIONS

Legal Action Against Us

No legal action may be brought against us until there has been full compliance with the terms of this coverage. In addition, no legal action may be brought against us after one year from the date of accident causing the injury unless:

1. Written notice of the injury has been given to us within one year from the date of the accident; or
2. We have already paid any personal injury protection benefits for the injury.

If either 1. or 2. apply, you may bring action against us. Action must be brought within one year from the date the most recent medical or funeral expense or work or survivor's loss was incurred. The commencement of an action and the recovery of benefits is tolled from the date of a specific claim for payment of personal injury protection benefits until the date we formally deny the claim. Such tolling does not apply if the person claiming the benefits fails to pursue the claim with reasonable diligence.

No one may recover benefits for any portion of the loss incurred more than one year before the date on which the action was begun.

Our Right to Recover Payment

If we make a payment under this coverage and the person to or for whom payment was made has a right to recover damages from the owner or operator of a motor vehicle, and that owner or operator is an uninsured motorist, we shall be subrogated to that right. That person shall do:

1. Whatever is necessary to enable us to exercise our rights; and
2. Nothing after loss to prejudice them.

If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall hold in trust for us the proceeds of the recovery and shall reimburse us to the extent of our payment. Our right is subject to any applicable limitations stated in the Michigan Insurance Code.

Duplication of Benefits

No one will be entitled to duplicate payments for the same elements of loss under this Coverage regardless of the number of:

1. Vehicles covered; or
2. Insurers (including self-insurers) providing security in accordance with the Michigan Insurance Code or any other similar law.

An **insured** who sustains **bodily injury** resulting from an **auto accident** which shows evidence of the involvement of an **auto** while an operator or passenger of a motorcycle shall claim insurance benefits in the following order of priority:

1. The insurer of the **owner** or registrant of the **auto** involved in the accident.
2. The insurer of the **operator** of the **auto** involved in the accident.
3. The **auto** insurer of the operator of the motorcycle involved in the accident.
4. The **auto** insurer of the owner or registrant of the motorcycle involved in the accident.

If personal injury protection benefits are payable under two or more policies in the same order of priority, the benefits are only payable up to an aggregate coverage limit that equals the highest available coverage limit under any one of the policies.

Other Insurance

If Medical Expenses are payable under two or more policies, benefits are only payable up to an aggregate coverage limit that equals the highest available coverage limit under any one of the policies.

If an **insured** is a named insured under this Policy and that **insured** is insured as a **family member** under another policy providing similar coverage, Medical Expenses benefits for such named insured are only payable up to the Limit Of Liability shown in your Policy Declarations for each person under this Policy.

Premium Computation

The Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for this policy reflects these limitations. A court from which there is no appeal can declare any of these limitations unenforceable. If this occurs, we will have the right to recompute the premium. You can choose to delete any coverage as the result of the court's decision. If you do, we will compute any refund of the premium on a pro rata basis.

Qualified Health Coverage Ineligibility

The named insured shall notify us when **qualified health coverage** has been terminated for you or any **family member** if your Policy Declarations indicates that coverage for medical expenses is excluded for you or any **family member**. In such case, the named insured shall obtain coverage for personal injury protection benefits within 30 days after the effective date of the termination of **qualified health coverage**.

If it is determined that:

1. The named insured did not have a **qualified health coverage** as defined in Paragraph D.1. of the Definitions section; or
2. Any **family member** did not have **qualified health coverage** as defined in Paragraph D.1. or D.2. of the Definitions section;

in effect at the time an accident occurred which resulted in **bodily injury** to that named insured or **family member** after the 30-day period in which the **qualified health coverage** has elapsed and the named insured did not obtain personal injury protection coverage within such period, such injured person is not entitled to medical expenses benefits under this Policy.



PROPERTY PROTECTION COVERAGE

DEFINITIONS, as used in this coverage:

A. “Auto” means a motor vehicle or **trailer** that is:

1. Required to be registered for use on a public highway in Michigan; and
2. Operated or designed for use on a public highway.

However, “**auto**” does not include a:

1. Motorcycle or moped;
2. Farm tractor or other implement of husbandry which is not subject to the registration requirements of the Michigan Vehicle Code; or
3. Vehicle operated by muscular power or with fewer than three wheels.

B. “Insured” means:

1. You, or any **family member**, or any **rated driver** for the ownership, maintenance or use of any **auto**. This applies only if Part **A** of this policy applies to that **auto**.
2. Any person using **your covered auto** which is owned by you with your express or implied permission. The actual use must be within scope of that permission.

However, for the purposes of this coverage, **insured** does not mean any person who is using **your covered auto** under a **personal vehicle sharing program**.

C. “Your covered auto” means an auto:

1. Which you own;
2. For which you are required to maintain security under the Michigan Insurance Code; and
3. To which the Property Damage Liability Coverage of this policy applies.

INSURING AGREEMENT

We will pay property protection benefits for an **insured** for **property damage**:

1. Caused by an accident; and
2. Resulting from the ownership, maintenance or use of an **auto** as an **auto**.

This coverage is subject to the provisions of the Michigan Insurance Code. Property protection benefits apply only to accidents which happen in Michigan.

EXCLUSIONS

We do not provide Property Protection Coverage for **property damage**:

1. Intentionally caused by any claimant.
2. To the property of any **insured** using **your covered auto** without your expressed or implied consent.
3. To **your covered auto** or its contents.
4. To any vehicle which is not **your covered auto** or its contents. This exclusion (4.) does not apply if the vehicle was:
 - a. damaged by **your covered auto**; and
 - b. parked in such a way as not to cause unreasonable risk of the **property damage**.
5. To property owned by either:
 - a. you;
 - b. any **family member**; or
 - c. any **rated driver**;

If you, any **family member**, or any **rated driver** were the:

- a. owner;
- b. operator; or
- c. registrant;

of an **auto** involved in the accident which caused the **property damage**.

6. Resulting from an accident involving an **auto** not owned by but used by:

- a. you; or
- b. any **family member**; or
- c. any **rated driver**;

to the extent the owner or registrant has the security required under the Michigan Insurance Code.

7. To any property while an **auto** is located for use as a residence or premises.

8. Occurring within the course of the **business** of:

- a. repairing;
- b. servicing; or
- c. otherwise maintaining;

motor vehicles.

9. Occurring while **your covered auto** is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This exclusion (9.) does not apply to a share-the-expense car pool.

LIMIT OF LIABILITY

Our maximum limit of liability for property protection benefits for all **property damage** resulting from any one auto accident is \$1,000,000. This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles or premiums shown in your Policy Declarations;
4. Vehicles involved in the accident; or
5. Insurers providing property protection benefits.

However, we will pay the lesser of:

1. Reasonable repair costs; or
2. Replacement costs minus depreciation.

We will also pay, where applicable, the value of loss of use.

DUTIES AFTER AN ACCIDENT OR LOSS

A person seeking Property Protection Coverage must:

1. Cooperate with us in the investigation or settlement of any claim.
2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
3. Take reasonable steps after an accident, at our expense, to protect the damaged property. Any **property damage** due to failure to protect the property will not be paid under this insurance.
4. Permit us to inspect and appraise the damaged property before its repair or disposal.
5. Submit a written proof of loss when required by us.



GENERAL PROVISIONS

Legal Action Against Us

No legal action may be brought against us until there has been full compliance with the terms of this coverage. In addition, no legal action may be brought against us later than one year from the date of the accident causing the **property damage**.

Our Right to Recover Payment

If we make payment under this policy and the person to or for whom payment is made recovers from another, that person shall hold in trust for us the proceeds of the recovery and shall reimburse us to the extent of our payment. Our right is subject to any applicable limitations stated in the Michigan Insurance Code.

Duplication of Benefits

No one will be entitled to duplicate payments for the same elements of loss under this coverage regardless of the number of:

1. Vehicles covered; or
2. Insurers (including self-insurers) providing security in accordance with the Michigan Insurance Code or any other similar law.

Premium Computation

The Michigan Insurance Code places certain limitations on a person's right to sue for damages. The premium for the policy reflects these limitations. A court from which there is no appeal can declare any of these limitations unenforceable. If this occurs, we will have the right to recompute the premium. You may choose to delete any coverage as the result of the court's decision. In that event, we will compute any refund of premium on a pro rata basis.

PART C — UNINSURED/UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** because of **bodily injury**:

1. Sustained by that **insured**; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the ownership, maintenance or use of the **uninsured motor vehicle** or **underinsured motor vehicle**.

We will pay damages under this coverage caused by an accident with an **underinsured motor vehicle** only if 1. or 2. below applies:

1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle** and we:
 - a. have been given prompt written notice of such tentative settlement; and
 - b. advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

- B. "Hit-and-run auto" means a vehicle which:

1. Hits; or
2. Causes an object to hit;

an **insured** or a vehicle which you, a **family member** or any **rated driver** listed in your Policy Declarations were **occupying** at the time of the accident, and which causes **bodily injury** to you, a **family member rated driver** or any listed in your Policy Declarations, provided:

1. The operator or the owner of the **hit-and-run auto** cannot be identified; and
2. You or someone on your behalf:
 - a. reported the accident within 24 hours or as soon as reasonably possible to the police or appropriate law enforcement agency;
 - b. filed with us, within 30 days, a statement under oath that you, a **family member** or any **rated driver** listed in your Policy Declarations or your legal representative, has a cause of action arising out of the accident for damages against unidentified operator or owner of the **hit-and-run auto** and setting forth the facts of the accident;
3. At our request, you or your legal representative make available for inspection the vehicle which you, a **family member** or any **rated driver** listed in your Policy Declarations were **occupying** at the time of the accident; and
4. If there is no physical contact with the **hit-and-run auto**, the facts of the accident must be proved. We will only accept competent evidence other than the testimony of a person making claim under this or any similar coverage.

However, for the purposes of this coverage, **insured** does not mean any person who is using **your covered auto** under a **personal vehicle sharing program**.

C. "**Insured**" as used in this Part means:

1. You, or any **family member**, or any **rated driver**.
2. Any other person **occupying your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
3. Any person entitled to recover damages because of **bodily injury** to which this coverage applies sustained by a person described in C.1., C.2. above.

However, for the purposes of this coverage, **insured** does not mean any person who is **occupying** or using **your covered auto** under a **personal vehicle sharing program**.

D. "**Underinsured motor vehicle**" means a motor vehicle to which bodily injury liability bonds or insurance policies apply, but the sum of the limits of liability under all such bonds or policies applicable at the time of the accident is less than the applicable limits of liability for Underinsured Motorists Coverage under this policy.

However, "**underinsured motor vehicle**" does not include any vehicle or equipment:

1. Which is an **uninsured motor vehicle**.
2. Owned by or furnished or available for the regular use of you, any **family member** or any **rated driver**.
3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not upon public roads.
6. While located for use as a residence or premises.

E. "**Uninsured motor vehicle**" means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident if its limit for bodily injury liability is less than the **minimum limits** for bodily injury liability.
3. Which is a hit-and-run vehicle whose operator or owner cannot be identified and which hits or causes an object to hit:
 - a. you, any **family member** or any **rated driver**;
 - b. a vehicle which you, any **family member** or any **rated driver** are **occupying**; or



c. your covered auto.

4. To which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent.

However, “**uninsured motor vehicle**” does not include any vehicle or equipment:

1. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
2. Owned by any governmental unit or agency.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured/Underinsured Motorists Coverage for **bodily injury** sustained:
 1. By an **insured** while **occupying**, or when struck by, any motor vehicle owned by that **insured** which is not insured for this coverage under this policy. This includes a trailer of any type used with that vehicle.
 2. By any **family member** or **rated driver** while **occupying**, or when struck by, any motor vehicle you own which is insured for this coverage on a primary basis under any other policy.
- B. We do not provide Uninsured/Underinsured Motorists Coverage for **bodily injury** sustained by any **insured**:
 1. If that **insured** or the legal representative settles the **bodily injury** claim and such settlement prejudices our right to recover payment.
 2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This exclusion (B.2.) does not apply:
 - a. to a share-the-expense car pool;
 - b. while using a vehicle when it is being used in the course of volunteer work or charitable purposes; or
 - c. if you receive reimbursement for normal operating expenses.
 3. While using any vehicle while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured’s business**.
 4. While using a vehicle without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted. However, this exclusion does not apply to you, any **family member** or any **rated driver** using **your covered auto**.
 5. While **occupying** or operating an owned motorcycle or moped.
 6. While using any vehicle while it is:
 - a. operating on a surface designed or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

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- C. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers compensation law; or
 2. Disability benefits law.
- D. We do not provide Uninsured/Underinsured Motorists Coverage for **punitive or exemplary damages**.

LIMIT OF LIABILITY

- A. The limit of liability shown in your Policy Declarations for "each person" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all damages, including damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one auto accident.

Subject to this limit for "each person", the limit of liability shown in your Policy Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. **Insureds;**
2. Claims made;
3. Vehicles or premiums shown in your Policy Declarations; or
4. Vehicles involved in the accident.

In no event shall the limit of liability for two or more motor vehicles or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available to injured persons.

- B. If your Policy Declarations indicate Combined Single Limit Coverage applies, paragraph (A.) above is replaced by the following:

The limit of liability shown in your Policy Declarations for Uninsured/Underinsured Motorists Coverage is our maximum limit of liability for all damages for **bodily injury** resulting from any one auto accident. This is the most we will pay regardless of the number of:

1. **Insureds;**
2. Claims made;
3. Vehicles or premiums shown in your Policy Declarations; or
4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate **minimum limits** required by law for **bodily injury** liability. However, this provision will not change our total limit of liability.

In no event shall the limit of liability for two or more motor vehicles or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available to injured persons.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.
- D. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
- E. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers compensation law; or
 2. Disability benefits or occupational disease laws.
- F. Underinsured Motorists Coverage shall be reduced by the sum of the limits of liability under all bodily injury bonds or policies, other than this policy, applicable at the time of the accident.
- G. A vehicle and attached **trailer** are considered one vehicle. Therefore the limits of liability will not be increased for an accident involving a vehicle which has an attached **trailer**.



OTHER INSURANCE

If there is other applicable insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:

1. Any recovery for damages under all such policies or provisions of coverage may equal but not exceed the highest applicable limit for any one vehicle under any insurance providing coverage on either a primary or excess basis.
2. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a temporary substitute for **your covered auto**, shall be excess over any collectible insurance.
3. If the coverage under this policy is provided:
 - a. on a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on a primary basis.
 - b. on an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage provided on an excess basis.

EXHAUSTION CLAUSE

We shall not be obligated to make any payment because of **bodily injury** to which this insurance applies and which arises out of the ownership, maintenance or use of an **underinsured motor vehicle** until after the limits of liability under all bodily injury liability bonds or policies applicable at the time of the accident have been exhausted by payment of judgments or settlements.

ARBITRATION

A. If we and an **insured** do not agree:

1. Whether that **insured** is legally entitled to recover damages; or
2. As to the amount of damages which are recoverable by that **insured**;

from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** then the matter may be arbitrated. However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

1. Pay the expenses it incurs; and
2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

ADDITIONAL DUTIES

A person seeking Uninsured/Underinsured Motorists Coverage must also promptly:

1. Send us copies of the legal papers if a suit is brought; and
2. Notify us in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle** and allow us 30 days to advance payment to that **insured** in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such **underinsured motor vehicle**.

PART D — COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to **your covered auto** or any **non-owned auto**, including its equipment, any child safety seat in use in **your covered auto** or **non-owned auto**, minus any applicable deductible shown in your Policy Declarations. We will pay for loss to **your covered auto** caused by:

1. Other than **collision** only if your Policy Declarations indicate that Comprehensive Coverage is provided for that auto.
2. **Collision** only if your Policy Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any vehicle shown in your Policy Declarations.

B. “**Collision**” means the upset of **your covered auto** or a **non-owned auto** or its impact with another vehicle or object.

“**Comprehensive**” means loss, other than **collision**, to **your covered auto** or a **non-owned auto**. Losses caused by the following are not **collision** losses but are **comprehensive** losses:

Loss caused by missiles or falling objects; fire; theft or larceny; explosion or earthquake; windstorm; hail, water or flood; malicious mischief or vandalism; riot or civil commotion; contact with a bird or animal; or breakage of glass.

If breakage of glass is caused by a **collision**, you may elect to have it considered a loss caused by **collision**.

C. 1. “**Non-owned auto**” means:

- a. Any private passenger auto, pickup, van (other than a cargo van) or **trailer** with a Gross Vehicle Weight Rating of 12,000 pounds or less or any cargo van or moving van with a Gross Vehicle Weight Rating of 18,000 pounds or less, not owned by or furnished or available for the regular use of you, or any **family member**, or any **rated driver** while in the custody of or being operated by you, or any **family member**, or any **rated driver**; or
- b. Any auto or **trailer** you do not own while used as a temporary substitute for **your covered auto** which is out of normal use because of its:
 - (1) breakdown;
 - (2) repair;
 - (3) servicing;
 - (4) loss; or
 - (5) destruction.

2. “**Non-owned auto**” does not include any vehicle which has been operated or rented by or in the possession of you, any **family member**, or any **rated driver** for 30 or more consecutive days. This does not apply to a temporary substitute vehicle authorized by us.

D. “**Camper body**” means a body equipped as sleeping or living quarters which is designed to be mounted on a pickup.

E. “**Diminution in value**” means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

DEDUCTIBLE

Unless stated otherwise, the applicable deductible shown in your Policy Declarations shall be applied to each accidental loss covered under this Part of the policy. However,

1. If loss to more than one of **your covered autos** or a **non-owned auto** results from the same loss, only the highest applicable deductible will apply;

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2. In the event of a **collision** with another vehicle insured by:

- a. a Safeco insurance company; or
 - b. another Liberty Mutual Agency Corporation company;
- no deductible will apply.

This does not include a vehicle described as **your covered auto** or **non-owned auto**.

3. No deductible will apply to **your covered auto** or a **non-owned auto** if the loss to **your covered auto** or a **non-owned auto** results from the same event as a loss covered under your Safeco Homeowners, Condominium or Renters policy and we issue a payment under your Homeowners, Condominium or Renters policy for the loss.

TRANSPORTATION EXPENSES

A. Subject to the limitations described in paragraphs B. and C., below, we will pay:

- 1. Temporary transportation expenses incurred by you in the event of the total theft of **your covered auto** or a **non-owned auto**. We will pay for such expenses only if your Policy Declarations indicate that Comprehensive Coverage is provided for that auto. We will pay only expenses incurred during the period:
 - a. beginning 48 hours after the theft; and
 - b. ending when **your covered auto** or the **non-owned auto** is returned to use or we pay for its loss.
- 2. Indirect loss expenses for which you become legally responsible in the event of a loss to a **non-owned auto**. We will pay only expenses beginning when the **non-owned auto** is withdrawn from use for more than 24 hours. We will pay for indirect loss expenses if the loss is caused by:
 - a. a **comprehensive** loss only if your Policy Declarations indicate that Comprehensive Coverage is provided for any **your covered auto**.
 - b. **collision** only if your Policy Declarations indicate that Collision Coverage is provided for any **your covered auto**.

B. For the expenses described in paragraphs A.1. and A.2. we will pay the greater of the following, without application of a deductible:

- 1. Up to \$20 per day, to a maximum of \$600; or
- 2. The limit for Loss of Use, if any, shown in your Policy Declarations.

C. Our payment for the expenses described in paragraphs A.1. and A.2. will be limited to that period of time reasonably required to repair or replace the **your covered auto** or the **non-owned auto**.

EXCLUSIONS

We will not pay for:

- 1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle. This exclusion (1.) does not apply:
 - a. to a share-the-expense car pool;
 - b. while it is being used in the course of volunteer work or charitable purposes; or
 - c. if you receive reimbursement for normal operating expenses.
- 2. Loss to **your covered auto** or any **non-owned auto** while employed in the pickup or delivery of newspapers or magazines, food or any products for the purpose of compensation. This exclusion does not apply to delivery that is incidental to an **insured's business**.
- 3. Damage or loss due and confined to:
 - a. wear and tear;
 - b. freezing;

- c. mechanical or electrical breakdown or failure; or
- d. road damage to tires.

This exclusion (3.) does not apply if the damage results from the total theft of **your covered auto** or any **non-owned auto**.

4. Damage or loss arising out of neglect. Neglect means your failure to adequately maintain **your covered auto** or **non-owned auto** after the loss.

With respect to water under Comprehensive Coverage, there is no coverage for:

- a. moisture, condensation, humidity, or vapor;
- b. water intrusion around or through panels, surfaces and seals; or
- c. water that collects in spaces or ventilation systems; or
- d. **fungi**, dry rot or bacteria;

resulting from neglect.

5. Loss due to or as a consequence of:

- a. discharge of any nuclear weapon (even if accidental);
- b. war (declared or undeclared);
- c. civil war;
- d. insurrection; or
- e. rebellion or revolution.

6. Loss from or as a consequence of the following, whether controlled or uncontrolled or however caused:

- a. nuclear reaction;
- b. radiation; or
- c. radioactive contamination.

7. Loss to:

- a. any electronic equipment designed for the production or reproduction of sound, pictures, audio, visual or data or that receives or transmits sound, pictures or data signals.

- b. This exclusion (7.) does not apply to:

- (1) equipment designed for the reproduction of sound or transmission of sound, pictures, audio, visual or data signals and accessories used with such equipment, provided:

- (a) the electronic equipment is permanently installed by the original vehicle manufacturer or manufacturer's dealership in **your covered auto** or any **non-owned auto**; or

- (b) the electronic equipment is:

- i. removable from a housing unit which is permanently installed by the original vehicle manufacturer or manufacturer's dealership in the auto;

- ii. designed to be solely operated by use of the power from the auto's electrical system; and

- iii. in or upon **your covered auto** or any **non-owned auto**;

at the time of loss.

- (c) any equipment installed through our Teen Safe Driver™ program.

However, we will pay only up to a total of \$500 or the actual cash value of **your covered auto** or any **non-owned auto**, whichever is less, for all such equipment that is not installed by the original vehicle manufacturer or manufacturer's dealership.

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- (2) any other electronic equipment that is:
 - (a) necessary for the normal operation of the auto or the monitoring of the auto's operating systems;
 - (b) an integral part of the same unit housing any electronic equipment described in 7.a. and permanently installed by the original vehicle manufacturer or manufacturer's dealership in **your covered auto** or any **non-owned auto**.
- 8. Loss to:
 - a. tapes, records, discs, or other media used with such equipment described in exclusion (7.); or
 - b. any other accessories, not permanently installed used with such equipment described in exclusion (7.).
- 9. Loss to **your covered auto** or any **non-owned auto** due to destruction or confiscation by governmental or civil authorities because you, any **family member**, or any **rated driver**:
 - a. engaged in illegal activities; or
 - b. failed to comply with Environmental Protection Agency or Department of Transportation standards.

This exclusion (9.) does not apply to the interests of Loss Payees in **your covered auto**.
- 10. Loss to a **camper body**, motorhome or **trailer** you own which is not shown in your Policy Declarations. This exclusion (10.) does not apply to a **camper body**, motorhome or **trailer** you:
 - a. acquire during the policy period; and
 - b. ask us to insure within 30 days after you become the owner.
- 11. Loss to any **non-owned auto** when used by you, any **family member**, or any **rated driver** without the express or implied permission of the owner or other person having lawful possession, or using a vehicle beyond the scope of the permission granted.
- 12. Loss to equipment, whether operational or not, whose design may be used for the detection or location of law enforcement equipment.
- 13. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **business** of:
 - a. selling;
 - b. repairing;
 - c. servicing;
 - d. storing; or
 - e. parking;

vehicles designed for use on public highways. This includes road testing and delivery.
- 14. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in any **business** not described in exclusion 2. and 13. This exclusion (14.) does not apply to the maintenance or use by you, any **family member**, or any **rated driver** of a **non-owned auto** which is a private passenger auto or **trailer**.
- 15. Loss to **your covered auto** or any **non-owned auto** while it is:
 - a. operating on a surface designed or used for racing. This does not apply to an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

16. Loss to, or loss of use of, a non-owned auto rented by:

- a. you;
- b. any family member; or
- c. any rated driver;

if a rental vehicle company is precluded from recovering such loss or loss of use, from you, that family member or that rated driver, pursuant to the provisions of any applicable rental agreement or state law.

17. Loss to your covered auto or any non-owned auto, arising out of the actual, alleged or threatened presence, growth, proliferation or spread of fungi, dry rot or bacteria.**18. Loss to your covered auto, non-owned auto, or trailer, for diminution in value.****19. Loss in excess of \$500 per claim or the actual cash value of your covered auto or any non-owned auto, whichever is less, for any furnishings or equipment that were not installed by the original vehicle manufacturer or manufacturer's dealership which mechanically or structurally changes your vehicle and results in increase in performance or change in appearance, including but not limited to:**

- a. custom murals, paintings or other decals or graphics;
- b. custom wheels, tachometers, pressure and temperature gauges;
- c. modified or custom engines and fuel systems, light bars, racing slicks and/or oversized tires, roll bars and lift kits, winches, utility boxes, and tool boxes; or
- d. non-standard paint.

This exclusion does not apply to equipment installed to make a vehicle handicap accessible.

20. Loss arising out of the use of your covered auto while leased or rented to others.**21. Loss to your covered auto or a non-owned auto caused by an intentional act by you, a family member, or a rated driver, or at the direction of you, family member, or a rated driver.****22. Loss to your covered auto or non-owned auto while being used in a personal vehicle sharing program.****LIMIT OF LIABILITY****A. At our option, our limit of liability for loss will be the lowest of:**

- 1. The actual cash value of the stolen or damaged property;
- 2. a. The amount necessary to repair or replace the property;
- b. Determination of the cost of repair or replacement will be based upon one of the following:
 - (1) the cost of repair or replacement agreed upon by you and us;
 - (2) a competitive bid approved by us; or
 - (3) an estimate written based upon the prevailing competitive price. You agree with us that we may include in the estimate parts furnished by the original vehicle manufacturer or parts from other sources including non-original equipment manufacturers. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us; or
- 3. The limit of liability shown in your Policy Declarations.

However, the most we will pay for loss to any non-owned auto, which is a trailer, is \$1,500.

B. An adjustment for depreciation and physical condition may be made based upon the physical condition and wear and tear of the property or damaged part of the property at the time of the loss. This adjustment for physical condition includes but is not limited to, broken, cracked or missing parts, rust, dents, scrapes, gouges and paint condition. When replacing parts normally subject to repair or replacement during the useful life of the vehicle, we will not pay for the amount of any betterment.

PAYMENT OF LOSS

We may pay for loss in money or repair or replace the damaged or stolen property. We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources of recovery also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all applicable limits. However, any insurance we provide with respect to a **non-owned auto** shall be excess over any other collectible source of recovery including, but not limited to:

1. Any coverage provided by the owner of the **non-owned auto**;
2. Any other applicable physical damage insurance;
3. Any other source of recovery applicable to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. The appraisers will state separately the actual cash value and the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:
 1. Pay its chosen appraiser; and
 2. Bear the expenses of the appraisal and umpire equally.
- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E — DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- A. We must be notified promptly of how, when and where the accident or loss happened. Notice should also include the names and addresses of any injured persons and of any witnesses.
- B. Notice to our authorized representative is considered notice to us. Failure to give any notice required by this policy shall not invalidate any claim made by a person seeking coverage if it shall be shown not to have been reasonably possible to give such notice promptly and that notice was given as soon as was reasonably possible.
- C. A person seeking any coverage must:
 1. Cooperate with us in the investigation, settlement or defense of any claim or suit.
 2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.
 3. Submit, as often as we reasonably require, within 30 days of our request or as soon thereafter as practicable:
 - a. to physical examinations by physicians we select. We will pay for these exams.
 - b. to examination under oath and subscribe the same. We may examine any **insured** separately and apart from the presence of any other **insured**.

4. Authorize us to obtain, within 30 days of our request or as soon thereafter as practicable:
 - a. medical reports; and
 - b. other pertinent records.
 5. Submit a proof of loss, under oath if requested, when required by us, within 30 days of our request or as soon thereafter as practicable.
- D. A person seeking Uninsured/Underinsured Motorists Coverage must also:
1. Report the accident to the police or other civil authority within twenty-four (24) hours or as soon as practicable if a hit-and-run driver is involved.
 2. Promptly send us copies of the legal papers if a suit is brought.
- E. A person seeking Coverage for Damage to Your Auto must also:
1. Take reasonable steps after loss to protect **your covered auto** or any **non-owned auto** and its equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if **your covered auto** or any **non-owned auto** is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F — GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:
1. During the policy period as shown in your Policy Declarations; and
 2. Within the policy territory.
- B. The policy period is the period stated in your Policy Declarations. The policy may be renewed for successive policy periods if the required premium is paid and accepted by us on or before the expiration of the current policy period. The premium will be computed at our then current rate for coverage then offered.
- C. The policy territory is:
1. The United States of America, its territories or possessions;
 2. Puerto Rico; or
 3. Canada.

This policy also applies to loss to, or accidents involving, **your covered auto** while being transported between their ports.

BANKRUPTCY

Bankruptcy or insolvency of the **insured** shall not relieve us of any obligations under this policy.

CHANGES

- A. This policy, your Policy Declarations and endorsements issued by us to this policy contain all the agreements between you and us. Its terms may not be changed or waived except by endorsement issued by us.
- B. The premium for your policy is based on information we have received from you or other sources. You agree to cooperate with us in determining if this information is correct and complete and you will notify us if it changes. If this information is incorrect, incomplete, or changes, we will adjust your premium during the policy term or take other appropriate action based upon the corrected, completed or changed information. Changes during the policy term that will result in a premium increase or decrease during the policy term include, but are not limited to, changes in:
1. The number, type or use classification of insured vehicles.
 2. Operators using insured vehicles including newly licensed **family member** drivers and any household members that have licenses



3. The location where your vehicle is principally garaged.
4. Customized equipment or parts.

You also agree to disclose all licensed drivers **residing** in your household.

C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state. This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

1. A subsequent edition of your policy; or
2. An Amendatory Endorsement.

DUTY TO REPORT CHANGES

You must promptly report to us all changes, including additions and deletions, in policy information. Further, you must report to us certain changes no later than 30 days after the change occurs. These are changes to:

1. Your residence address;
2. Operators using **your covered autos**, including newly licensed **family member** drivers and any household members that have licenses;
3. The location where your vehicle is principally garaged;
4. The persons who regularly operate **your covered auto**; or
5. The driver's license or operator's permit status of you, a **family member**, or a **rated driver residing** in your household.

PAYMENT OF PREMIUM

If your initial premium payment is by check, draft or any remittance other than cash, coverage under this policy is conditioned upon the check, draft or remittance being honored upon presentment to the bank or other financial institution. If the check, draft or remittance is not honored upon presentment, this policy may, at our option, be deemed void from its inception. This means that we will not be liable under this policy for any claims or damages which would otherwise be covered if the check, draft, or remittance had been honored upon presentment.

FRAUD

This policy was issued in reliance upon the information provided on your application. Any changes we make at your request to this policy after inception will be made in reliance upon information you provide. We may rescind this policy if you or an **insured** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, at the time application was made or any time during the policy period.

We may deny coverage for an accident or loss if you or an **insured** have concealed or misrepresented any material fact or circumstance, or engaged in fraudulent conduct, in connection with the presentation or settlement of a claim.

We may deny coverage for fraud or material misrepresentation even after the occurrence of an accident or loss. This means we will not be liable for any claims or damages which would otherwise be covered. If we make a payment, we may request that you reimburse us. If so requested, you must reimburse us for any payments we may have already made.

LEGAL ACTION AGAINST US

- A. No legal action may be brought against us until there has been full compliance with all the terms of this policy. In addition, under Part A, no legal action may be brought against us until:
 1. We agree in writing that the **insured** has a legal obligation to pay damages. However, if we fail to timely respond to an **insured's** written request regarding a legal obligation to pay damages, this paragraph A.1. does not apply; or
 2. The amount of that obligation has been finally determined by a judgment after trial.
- B. No person or organization has any right under this policy to bring us into any action to determine the legal liability of an **insured**.

This provision does not apply to Personal Injury Protection Coverage and Property Protection Coverage.

OUR RIGHT TO RECOVER PAYMENT

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another person, entity or organization we shall be subrogated to that right. That person shall:

1. Do whatever is necessary to enable us to exercise our rights; and
2. Do nothing after loss to prejudice them.

We shall not use that right if the person against whom it may be asserted is an **insured** under Part **A** of this policy.

However, our rights in this paragraph (**A.**) do not apply under Part **D**, against any person using **your covered auto** with your express or implied permission or other person having lawful possession and is not using a vehicle beyond the scope of the permission granted.

- B.** If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

1. Hold in trust for us the proceeds of the recovery; and
2. Reimburse us to the extent of our payment.

With respect to Uninsured Motorists Coverage, we shall be entitled to recovery under paragraph **B.** only after the person has been fully compensated for damages by another party.

- C.** This provision does not apply to Personal Injury Protection Coverage and Property Protection Coverage.

- D.** 1. Our rights do not apply under paragraph **A.** with respect to Underinsured Motorists Coverage if:
- a. We have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**; and
 - b. We fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
2. If we advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:
- a. That payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorists Coverage; and
 - b. We also have a right to recover the advanced payment.

TERMINATION

- A. Cancellation.** This policy may be canceled during the policy period as follows:

1. The named insured shown in your Policy Declarations may cancel by giving us notice on or before the date cancellation is to take effect.
2. We may cancel by mailing to the named insured shown in your Policy Declarations at the address shown in this policy:
 - a. at least 10 days notice if cancellation is for nonpayment of premium; or
 - b. at least 20 days notice by first class mail, if notice is mailed during the first 55 days this policy is in effect and this is not a renewal policy; or
 - c. at least 30 days notice by certified mail, return receipt requested, in all other cases.
3. After this policy is in effect for 55 days, or if this is a renewal policy, we will cancel only:
 - a. for nonpayment of premium; or
 - b. if during the first 55 days after the original issuance of this policy, we determine that the risk is unacceptable to us; or
 - c. if your driver's license or that of:
 - (1) any driver who lives with you; or



(2) any driver who customarily uses **your covered auto**;

has been suspended or revoked during the policy period and the suspension or revocation has become final. This must have occurred:

(1) during the policy period; or

(2) since the last anniversary of the original effective date if the policy is other than 1 year.

B. Nonrenewal. If we decide not to renew this policy, we will mail notice, by first class mail, to the named insured shown in your Policy Declarations at the address last known to us or our agent. Notice will be mailed at least 30 days before the end of the policy period.

C. Automatic Termination. If we offer to renew and you or your representative do not accept, this policy will automatically terminate at the end of the current policy period. Failure to pay the required renewal premium when due shall mean that you have not accepted our offer.

D. Other Termination Provisions.

1. If the law in effect in your state at the time this policy is issued or renewed:

a. requires a longer notice period;

b. requires a special form of or procedure for giving notice; or

c. modifies any of the stated termination reasons;

we will comply with those requirements.

2. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.

3. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed on a pro rata basis. However, making or offering to make the refund is not a condition of cancellation.

4. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

A. Your rights and duties under this policy may not be assigned without our written consent.

However, if a named insured shown in your Policy Declarations dies, coverage will be provided for:

1. The surviving spouse, civil partner or **domestic partner** if **residing** in the same household at the time of death. Coverage applies to the spouse, civil partner or **domestic partner** as if a named insured shown in your Policy Declarations; and

2. The legal representative of the deceased person as if a named insured shown in your Policy Declarations. This applies only with respect to the representative's legal responsibility to maintain or use **your covered auto**.

B. Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTOS INSURED; TWO OR MORE AUTO POLICIES

If this policy insures two or more autos or if any other auto insurance policy issued to you by us applies to the same accident, the maximum limit of our liability shall not exceed the highest limit applicable to any one auto. In no event shall the limit of liability of two or more motor vehicles or two or more policies be added together, combined, or stacked to determine the limit of insurance coverage available to you or any **insured**.

LOSS PAYABLE CLAUSE

As to the interest of the loss payee, this policy will remain in effect from the inception date and until ten days after proof of mailing that the cancellation notice has been mailed to the loss payee. When we pay the loss payee we shall, to the extent of payment, have the loss payee's rights of recovery.

Where fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of any **insured**, or where the loss is otherwise not covered under the terms of the policy, the loss payee or lienholder's interest will not be protected.

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STORAGE COSTS

If you give us your consent, we may move the damaged property, at our expense, to reduce storage costs during the claims process. If you do not give us your consent, we will pay only the storage costs which would have resulted if we had moved the damaged property.

NAMED DRIVER EXCLUSION

If there is an excluded driver under this policy, then we will not provide coverage for any claim arising from an accident or loss involving a motor vehicle being operated by that excluded person. This includes any claim for damages made against you, any **family member**, any **rated driver**, or any other person or organization that is vicariously liable for an accident arising out of the operation of a motor vehicle by the excluded driver.

ADDITIONAL COVERAGES

AGREEMENT: WE WILL PROVIDE THE INSURANCE DESCRIBED IN EACH OF THE FOLLOWING ADDITIONAL COVERAGES ONLY IF INDICATED IN YOUR POLICY DECLARATIONS.

LIMITED/BROADENED COLLISION COVERAGES

With respect to either Limited or Broadened Collision Coverage shown as applicable to a vehicle described in your Policy Declarations, and for which security is required under Chapter 31 of the Michigan Insurance Code, the provisions of the policy apply unless modified below.

A. LIMITED COLLISION COVERAGE

We will pay for loss to **your covered auto** caused by collision provided:

1. The operator of **your covered auto** was not more than 50% of the cause of the accident from which the damage arose;
2. If there is no physical contact with another motor vehicle involved in the accident, the **insured** offers reasonable evidence that the operator of **your covered auto** was not more than 50% of the cause of the accident; and
3. If **your covered auto** was parked in such a way as not to cause unreasonable risk of the damage which occurred, we will only pay for that part of the loss which is not recovered under property protection insurance under Chapter 31 of the Michigan Insurance Code.

B. BROADENED COLLISION COVERAGE

No deductible applies to loss to **your covered auto** caused by **collision**, except while parked in such a way as not to cause unreasonable risk of the damage which occurred, provided:

1. The operator of **your covered auto** was not more than 50% of the cause of the accident from which the damage arose;
2. If there is no physical contact with another motor vehicle involved in the accident, the **insured** offers reasonable evidence that the operator of **your covered auto** was not more than 50% of the cause of the accident.

No collision deductible applies to loss to **your covered auto** caused by **collision** while parked in such a way as not to cause unreasonable risk of the damage which occurred, provided:

1. You do not recover payment for that loss under property protection insurance under Chapter 31 of the Michigan Insurance Code; and
2. We pay for the loss.

C. LIMITED AND/OR BROADENED COLLISION COVERAGE

1. The following provision is added to Limited and/or Broadened Collision Coverage:

ARBITRATION

Determination as to:

- a. Whether the operator of **your covered auto** was more than 50% of the cause of the accident; and



- b. The amount of loss;

shall be made by agreement between you and us. If no agreement is reached, then either party may, upon written notice to the other party, demand that the matter or matters be settled by arbitration.

2. The Our Right to Recover Payment provision in Part F — General Provisions is amended as follows:

OUR RIGHT TO RECOVER PAYMENT

Our right to recover payment is subject to any limitations contained in Chapter 31 of the Michigan Insurance Code.

LIMITED PROPERTY DAMAGE LIABILITY COVERAGE

If your Policy Declarations indicates that Limited Property Damage Liability applies, we will pay:

1. Up to \$3,000 for damage to a motor vehicle for which an **insured** becomes legally responsible because of an auto accident occurring in Michigan and arising out of the use of **your covered auto**. This coverage applies only if **your covered auto** is subject to Section 500.3101 of the Michigan Insurance Code.
2. Only to the extent that there is no insurance available, except for the insurance provided by this coverage, for the damage to the motor vehicle for which the **insured** is legally responsible.

ROADSIDE ASSISTANCE COVERAGE CALL 1-877-ROAD101 (1-877-762-3101)

“**Your covered auto**” as used in this endorsement means a private passenger vehicle, motor home or **trailer** owned by you and for which a specific premium is shown your Policy Declarations for this coverage.

The following coverages apply to each vehicle for which this coverage is shown in your Policy Declarations:

1. Each time **your covered auto** or any **non-owned auto** is disabled due to mechanical or electrical breakdown we will pay reasonable and necessary expenses for the use of an **authorized service provider** to tow or flatbed **your covered auto** or **non-owned auto** up to 15 miles or to the nearest qualified place where necessary repairs can be made during regular **business** hours.
2. Each time **your covered auto** or any **non-owned auto** is disabled requiring:
 - a. Towing to dislodge the vehicle from its place of disablement within 100 feet of a public street or highway; or
 - b. Labor, including change of tire, at the place of its breakdown; or
 - c. Delivery of fuel, oil, water or other fluids (we do not pay the costs of these items); or
 - d. Key lock-out services;

we will cover up to one (1) hour of labor for the use of an **authorized service provider** for service at the place of disablement.

3. For policies with a 6-month policy term, coverage is limited to no more than two occurrences per vehicle plus an additional two occurrences per policy in a 6-month policy period for both coverages 1. and 2. above.
4. For policies with an annual policy term, coverage is limited to no more than four occurrences per vehicle plus an additional four occurrences per policy in a 12-month policy period for both coverages 1. and 2. above.

Authorized service provider means a service provider contracted by us providing, at no charge to you, roadside assistance as described and limited above.

When service is provided by other than an **authorized service provider**, we will reimburse you only for reasonable charges.

No deductible applies to this coverage.

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LOSS OF USE COVERAGE

The provisions and exclusions that apply to Part D — Coverage for Damage to Your Auto also apply to this coverage except as changed below:

When there is a loss to any vehicle described in your Policy Declarations for which a specific premium charge indicates that Loss of Use Coverage is afforded, we will reimburse you for expenses you incur to rent a substitute vehicle.

This coverage applies only if:

1. The vehicle is withdrawn from use for more than 24 hours;
2. The loss is caused by **collision**, or is covered by the Comprehensive Coverage of this policy; and
3. The loss exceeds the appropriate **collision** or **comprehensive** deductible applying to the vehicle.

However, this coverage does not apply to losses caused by **collision** if Collision Coverage does not apply to the vehicle.

Our payment will be limited to that period of time reasonably required to repair or replace the vehicle. We will pay up to the amount per day and the maximum shown for Loss of Use in your Policy Declarations.

No deductible applies to this coverage.

FULL SAFETY GLASS COVERAGE

We will pay under Comprehensive Coverage for the cost of repairing or replacing damaged **safety equipment** on **your covered auto** without a deductible. We will pay only if:

1. Your Policy Declarations indicates that Comprehensive Coverage applies; and
2. A specific premium charge for Full Safety Glass Coverage is shown in your Policy Declarations for **your covered auto**.

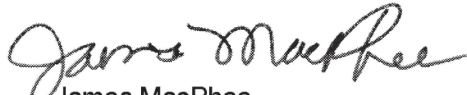
“**Safety equipment**”, as used in this coverage means the:

1. Glass used in the windshield, doors and windows of **your covered auto**; and
2. Glass, plastic or other material used in the lights of **your covered auto**.

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This policy has been signed by our President and Secretary.


James MacPhee
President


Mark C. Touhey
Vice President and Secretary

AMERICAN ECONOMY INSURANCE COMPANY

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